



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, February 9, 2015**

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

- A. Call to order**
- B. Flag Salute**
- C. Roll Call**
- D. Approval of Agenda**

E. Consent Agenda

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

- 1. Approval of Minutes (TAB 1)
 - a. January 26, 2015 Regular meeting
 - b. January 26, 2015 Special Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 37452 to 37459 + electronic payments \$36,718.82
 - b. Checks: 37451, and 37477 to 37534 \$397,791.05
 - GRAND TOTAL: \$434,509.87

F. Reports

- 1. Staff Reports
 - a. Police Report
 - b. Fire Report
 - c. Clerk Report
- 2. Council Reports
- 3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any

action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

I. Discussion

1. Amendment to ORD 834, Adopting Salary Classifications (TAB 9) - *Cassinelli*
2. Black Lake Vegetation Control Contract (TAB 10) – *Karnofski*
3. Private Sewer Lines (TAB 11) – *Cassinelli*
4. Sahalee Sewer Improvements DOE Contract (TAB 12) - *Cassinelli*

J. Correspondence and Written Reports

L. Future Discussion/Agendas

1. Amended Procedures Ordinance --*City Planner*
2. Pursuit of New Agreement with Seaview Sewer District –*Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	02/23/2015	6:00 p.m.	Community Building
City Council	Special Meeting – DOH	Tuesday	02/10/15	1:00 p.m.	Ilwaco Fire Hall
Parks & Rec. Commission	Regular Meeting	Tuesday	02/10/15	6:00 p.m.	Ilwaco Fire Hall
Port/City Meeting	Regular Meeting	Tuesday	02/10/15	5:00 p.m.	Port of Ilwaco Meeting Room
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	03/03/15	6:00 p.m.	Community Building



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, January 26 2015**

A. Call to order

Mayor Cassinelli called the meeting to order at 6:04pm

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Councilmembers Jensen, Karnofski, Marshall, Chambreau and Forner; Mayor Cassinelli.

D. Approval of Agenda

ACTION: Motion to approve agenda with the additional discussion item, Specialty Environmental Insurance Quote (Marshall/Karnofski) 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 37419 to 37421 + Electronic totaling \$25,332.31 and Checks: 37422 to 37450 totaling \$44,521.98 for a grand total of \$69,584.29.

ACTION: Motion to approve the consent agenda. (Chambreau/Marshall). 5 Ayes 0 Nays 0 Abstain.

F. Reports

Staff Reports

a. Police Chief Wright provided a verbal report. Councilmember Marshall asked if Chief Wright had any issues with Wind Driven Vehicles on the beaches. Chief Wright stated that he did not and had thought they were already allowed.

b. Fire Chief Williams had no report.

c. City Planner Crater reported that we have a new business on the downtown corner.

d. The Treasurer provided a written report.

Council Reports

Councilmember Jensen has been attending the Envision Ilwaco meetings. The Odd fellow's Building has a new owner, Jeff and Michelle Cutting, and are looking at doing a new mural on the building to spruce up the exterior appeal.

Mayor's Report

Mayor Cassinelli stated that the new filters are in place at the water treatment plant. The two that

came out were able to be taken in one piece and may be put to additional use. Councilmember Jensen asked if we could surplus them. The Mayor will attend a construction meeting tomorrow at the Water Treatment Plant. The Backwash Basin is performing well. There will be an annual quarterly DOH meeting at the Fire Hall on February 10th, 1p.m. that he would like to see the councilmembers present for.

G. Comments of Citizens and Guests Present

None.

H. Public Hearing – Substantial Development Permit, Ilwaco Tuna Club

Mayor Cassinelli closed the regular meeting at 6:14p.m. and opened the Public Hearing by calling for comments. No public comments were presented. Fire Chief Williams stated that the expansion protrudes into the Fire Lane. With no further comments the mayor closed the public hearing at 6:16p.m and re-opened the Regular Meeting at 6:16p.m.

I. Business

Substantial Development Permit – Ilwaco Tuna Club & Tackle Store

Discussion between the council and city planner regarding the uses of the building and if that was pertinent to the application.

**ACTION: Call for the question was made. (Karnofski/Jensen) 2 Ayes 3 Nays
(Marshall/Chambreau/Forner) 0 Abstain**

Further discussion ensued regarding the intents of the Tuna Club.

**ACTION: Motion to approve the Substantial Development Permit for the purpose of constructing the commercial structure. (Marshall/Chambreau) 3 Ayes 2 Nays
(Jensen/Forner) 0 Abstain**

J. Discussion

1. Pollution Liability Insurance

Councilmember Chambreau opened the discussion by reviewing the coverages and citing those that may not be needed by the city. The City has not carried pollution insurance in the past, unless it was prior to 1971 when this type of insurance was still included in general coverage. Discussion ensued pertaining to what this type of insurance is used for, cost of coverage vs. benefit, and risk assessment.

ACTION: Leave as discussion at next meeting.

2. Medical Marijuana Moratorium

City Planner Ryan Crater opened the discussion by stating that he is receiving inquiries from the public regarding opening a medical marijuana dispensary in Ilwaco. Currently the state has no clear guidelines for dispensary operations. Any formal application would need to go through a Conditional Use Permit process. The general consensus of the council was to do nothing at this time since there is not a high demand for this type of business and any applications can be addressed through the CUP.

ACTION: No action taken at this meeting.

3. Pay Raise for Fire Chief & Fire Administrator

Councilmembers Karnofski and Jensen led the discussion by proposing that the requested pay raise be given as a percentage increase on the current step and grade. The Fire Chief is currently

paid 25% of the grade and step for performing roughly 20 hours of work per week, which should reflect in his pay at 50% since he is working half the hours of a full time employee. Discussion ensued as to whether or not a pay raise was the same as a promotion and what precedence will be set with this action. A revised pay grade description was passed out from the Mayor which gave additional job level descriptions to consider for the chief and administrator. Councilmember Chambreau stated that no special preferences should be shown. Councilmember Marshall stated that the action should have a reason and explanation which was deliberate and clear. He also asked for the Mayor's suggestions to be revised with appropriate pay numbers and clear justification of pay raises.

ACTION: Leave as discussion at next meeting.

4. Substantial Development Permit – Ilwaco Tuna Club & Tackle Store

City Planner Crater opened the discussion item by reviewing the development permit. Councilmembers requested the history of the permit and why the development has already been constructed without approval. Questions arose regarding the status of a business license, ownership vs. use, intentions over residential use of the second and first floors, and the completeness of the permit itself.

**ACTION: Motion to move this item to business at this meeting (Marshall/Karnofski) 4 Ayes
1 Nay (Jensen) 0 Abstain**

5. Specialty Environmental Insurance Quote

The previously approved motion to authorize the Mayor to enter into a three year payment plan with 0% interest is no longer available. To avoid an interest rate of 5.75% over three years, the coverage premium will be paid in full up front. The Mayor requested this be presented to council for transparency.

K. Correspondence and Written Reports

L. Future Discussion/Agendas

1. Amended Procedures Ordinance – *City Planner*
2. Pursuit of New Agreement with Seaview Sewer District – *Cassinelli*

L. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 8:13p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



**CITY OF ILWACO
Special Meeting
Private Sewer Lines Workshop
Monday, January 26 2015**

A. Call to Order

Mayor Cassinelli called the workshop to order at 5:02 p.m.

B. Present: Councilmembers: David Jensen, Fred Marshall, Jon Chambreau and Gary Forner; Deputy City Clerk Holly Beller. Councilmember Vinessa arrived at 5:56 pm

C. Discussion

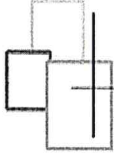
Councilmember Fred Marshall led the conversation on private sewer lines, beginning with an explanation that this workshop would focus on the definition and description of existing sewer lines. The workshop and council are not intending to change how existing sewer lines are handled or viewed by the City of Ilwaco at this meeting. Councilmember Marshall then distributed a map of Robert Gray Drive for the council and audience to refer upon, as well as a single map of the city overview with proposed "names" of sewer line locations. Questions from the audience then arose regarding particular areas of sewer lines and how the city intends to name and maintain them. A long time citizen provided the Mayor and Council with a previously unknown map and annexation papers regarding a particular area of the city and sewer lines in question. It was a general consensus of the audience that the community is fearful the council will try to avoid responsibilities (either acknowledged by the city, or not) via the process of definition and therefore damage property owners. Discussion continued between councilmembers regarding the topic of naming the lines, with additional questions pertaining to if the city intends to maintain private sewer lines. It was generally understood that the section of line between a structure and the sewer line in the street is the property owners' responsibility. Councilmember Jensen commented that it would be helpful to have a historical and future definition of lines, and that the definition is just as important to this discussion as ownership of particular sewer lines are. The Mayor commented that if the city had put in the lines then the city should have the responsibility of maintaining them. The workshop concluded with moving forward the ordinance adopting "Development Standards" in place of "Developer Standards".

D. Adjournment

Mayor Cassinelli adjourned the workshop at 5:59 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>37452</u>	Fero, Jimmie W	2015 - February - First meeting	\$1,239.85
<u>37453</u>	Gardner, Daryl W	2015 - February - First meeting	\$1,626.12
<u>37454</u>	Jensen, David	2015 - February - First meeting	\$181.91
<u>37455</u>	Williams, Thomas R	2015 - February - First meeting	\$890.70
<u>37456</u>	AWC - Life Insurance	2015 - February - First meeting	\$13.40
<u>37457</u>	AWC Employee Benefit Trust	2015 - February - First meeting	\$5,341.30
<u>37458</u>	Dept of Retirement - Def Comp	2015 - February - First meeting	\$280.00
<u>37459</u>	Dept of Retirement Systems	2015 - February - First meeting	\$6,208.44
Beller, Holly Celeste	ACH Pay - 1407	2015 - February - First meeting	\$1,274.51
Benson, Austin	ACH Pay - 1408	2015 - February - First meeting	\$1,066.65
Cassinelli, Michael	ACH Pay - 1409	2015 - February - First meeting	\$423.96
Chambreau, Jon H.	ACH Pay - 1410	2015 - February - First meeting	\$181.91
Forner, Gary	ACH Pay - 1412	2015 - February - First meeting	\$374.65
Gray, Richard Roy	ACH Pay - 1414	2015 - February - First meeting	\$1,828.83
Gustafson, David M.	ACH Pay - 1415	2015 - February - First meeting	\$1,580.21
Hazen, Warren M.	ACH Pay - 1416	2015 - February - First meeting	\$1,790.15
Marshall, Fred	ACH Pay - 1418	2015 - February - First meeting	\$181.91
Mc Kee, David A	ACH Pay - 1419	2015 - February - First meeting	\$1,784.27
Mulinix, Vinessa	ACH Pay - 1420	2015 - February - First meeting	\$181.11
Richardson, Troy	ACH Pay - 1421	2015 - February - First meeting	\$1,677.74
Smith, Ariel	ACH Pay - 1426	2015 - February - First meeting	\$1,396.41
Staples, Terri P	ACH Pay - 1423	2015 - February - First meeting	\$394.87
<u>EFT1</u>	Discovery Benefits	2015 - February - First meeting	\$875.00
<u>EFT2</u>	U.S. Treasury Department	2015 - February - First meeting	\$5,924.92
			\$36,718.82

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

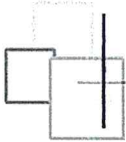
Treasurer

37452 through 37459 and electronic payments totalling \$36,718.82 are approved this 9th day of February, 2015.

Council member

Council member

Council member



Register

Fiscal: 2015

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>37451</u>	Bank of Pacific	2/9/2015	\$38,716.30
<u>37477</u>	A Sparkling Castle	2/9/2015	\$455.00
<u>37478</u>	ABECO Office Systems	2/9/2015	\$75.01
<u>37479</u>	Active Enterprises/petro.	2/9/2015	\$10.78
<u>37480</u>	ALS Environmental	2/9/2015	\$107.00
<u>37481</u>	Baileys Saw Shop Inc.	2/9/2015	\$25.87
<u>37482</u>	Beach Batteries, Inc	2/9/2015	\$7.70
<u>37483</u>	Brd For Volunteer Firemen	2/9/2015	\$1,230.00
<u>37484</u>	Cartomation, Inc.	2/9/2015	\$50.00
<u>37485</u>	Cascade Columbia Distribution Co.	2/9/2015	\$3,000.28
<u>37486</u>	Chinook Observer	2/9/2015	\$102.21
<u>37487</u>	City of Ilwaco	2/9/2015	\$2,285.93
<u>37488</u>	City of Long Beach	2/9/2015	\$15,261.69
<u>37489</u>	Coast Rehabilitation Services	2/9/2015	\$35.00
<u>37490</u>	D J Witmer Company	2/9/2015	\$169.86
<u>37491</u>	Dennis CO	2/9/2015	\$220.39
<u>37492</u>	Dry Box	2/9/2015	\$80.85
<u>37493</u>	Englund Marine Supply Inc	2/9/2015	\$415.34
<u>37494</u>	Gardner, Daryl	2/9/2015	\$92.98
<u>37495</u>	Goulter Diamond Bar Ranch	2/9/2015	\$1,333.33
<u>37496</u>	Green River Community College/WETRC	2/9/2015	\$670.00
<u>37497</u>	Hach Company	2/9/2015	\$5,205.34
<u>37498</u>	HD Fowler Company	2/9/2015	\$1,066.78
<u>37499</u>	Heather Reynolds, Attorney	2/9/2015	\$324.00
<u>37500</u>	Home Depot Credit Services	2/9/2015	\$156.29
<u>37501</u>	IFOCUS Consulting Inc.	2/9/2015	\$512.53
<u>37502</u>	John Deere Financial	2/9/2015	\$1,082.23
<u>37503</u>	K & L Supply, Inc.	2/9/2015	\$591.55
<u>37504</u>	Kris Kaino	2/9/2015	\$412.00
<u>37505</u>	L N Curtis & Sons	2/9/2015	\$1,013.58
<u>37506</u>	LEAF	2/9/2015	\$129.88
<u>37507</u>	Long Beach Commercial Security	2/9/2015	\$2.70
<u>37508</u>	Nancy McAllister	2/9/2015	\$412.00
<u>37509</u>	Naselle Rock & Asphalt	2/9/2015	\$429.62
<u>37510</u>	Oman & Son	2/9/2015	\$363.15
<u>37511</u>	One Call Concepts, Inc.	2/9/2015	\$14.34
<u>37512</u>	Pacific CO Auditor	2/9/2015	\$6,883.40
<u>37513</u>	Pacific CO Sheriff Office	2/9/2015	\$9,628.25
<u>37514</u>	PCI Customer Compliance Department	2/9/2015	\$45.75
<u>37515</u>	Pitney Bowes	2/9/2015	\$56.29
<u>37516</u>	Platt	2/9/2015	\$107.86
<u>37517</u>	Propel Insurance	2/9/2015	\$10,924.70
<u>37518</u>	Sid's IGA	2/9/2015	\$44.46
<u>37519</u>	Sunset Auto Parts Inc.	2/9/2015	\$162.61
<u>37520</u>	Tire Hut	2/9/2015	\$21.56
<u>37521</u>	Troy Richardson	2/9/2015	\$835.33
<u>37522</u>	USA Blue Book	2/9/2015	\$111.09
<u>37523</u>	Verizon Wireless	2/9/2015	\$91.78
<u>37524</u>	Visa	2/9/2015	\$601.32
<u>37525</u>	WA State Dept. of Health	2/9/2015	\$1,295.35
<u>37526</u>	Wadsworth Electric	2/9/2015	\$767.54

<u>37527</u>	Walter E. Nelson Co. of Astoria	2/9/2015	\$553.84
<u>37528</u>	Wilcox & Flegel Oil Co.	2/9/2015	\$1,074.49
<u>37531</u>	William R. Penoyar, Attorney at Law	2/9/2015	\$412.00
<u>37532</u>	Wirrkala Radio-TV	2/9/2015	\$16.16
<u>37533</u>	Peninsula Sanitation Service, Inc.	2/9/2015	\$331.73
<u>37534</u>	Rotschy Inc	2/9/2015	\$287,764.03
		Total Check	\$397,791.05
		802328	
		Total 1	\$397,791.05
		Grand Total	\$397,791.05

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

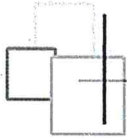
Treasurer

37451, 37477 through 37534 totalling \$397,791.05 are approved this 9th day of February, 2015.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A Sparkling Castle					
	37477			2015 - February - First meeting	
		Invoice - 1/30/2015 4:50:10 PM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 1/30/2015 4:50:10 PM			\$455.00
	Total 37477				\$455.00
Total A Sparkling Castle					\$455.00
ABECO Office Systems					
	37478			2015 - February - First meeting	
		Invoice - 2/4/2015 11:55:23 AM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$18.75
			101-000-000-543-30-30-00	Office And Operating	\$18.75
			401-000-000-534-00-31-00	Operation & Maintenance	\$18.75
			409-000-000-535-00-31-01	Operations And Maintenance	\$18.76
		Total Invoice - 2/4/2015 11:55:23 AM			\$75.01
	Total 37478				\$75.01
Total ABECO Office Systems					\$75.01
Active Enterprises/petro.					
	37479			2015 - February - First meeting	
		Invoice - 2/2/2015 11:33:31 AM			
			1287		
			001-000-000-572-50-49-00	Miscellaneous	\$10.78
		Total Invoice - 2/2/2015 11:33:31 AM			\$10.78
	Total 37479				\$10.78
Total Active Enterprises/petro.					\$10.78
ALS Environmental					
	37480			2015 - February - First meeting	
		Invoice - 1/30/2015 3:45:23 PM			
			51-285312-0		
			401-000-000-534-00-31-01	Chemicals	\$107.00
		Total Invoice - 1/30/2015 3:45:23 PM			\$107.00
	Total 37480				\$107.00
Total ALS Environmental					\$107.00
Baileys Saw Shop Inc.					
	37481			2015 - February - First meeting	
		Invoice - 2/2/2015 4:49:38 PM			
			101-000-000-543-30-30-00	Office And Operating	\$25.87
		Total Invoice - 2/2/2015 4:49:38 PM			\$25.87
	Total 37481				\$25.87
Total Baileys Saw Shop Inc.					\$25.87
Bank of Pacific					
	37451			2015 - February - First meeting	
		Invoice - 1/23/2015 2:34:55 PM			
			BOP Fire		
			001-000-000-591-22-71-00	BOP Fire Station - Prin	\$23,041.95
			001-000-000-592-22-83-00	BOP Fire Station - Interest	\$15,674.35
		Total Invoice - 1/23/2015 2:34:55 PM			\$38,716.30
	Total 37451				\$38,716.30
Total Bank of Pacific					\$38,716.30
Beach Batteries, Inc					
	37482			2015 - February - First meeting	
		Invoice - 1/30/2015 3:40:22 PM			
			33042		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$7.70
		Total Invoice - 1/30/2015 3:40:22 PM			\$7.70
	Total 37482				\$7.70
Total Beach Batteries, Inc					\$7.70
Brd For Volunteer Firemen					
	37483			2015 - February - First meeting	
		Invoice - 1/30/2015 3:56:18 PM			
			2015		
			001-000-000-522-10-20-01	Board of Volunteer Firemen	\$1,230.00
		Total Invoice - 1/30/2015 3:56:18 PM			\$1,230.00
	Total 37483				\$1,230.00
Total Brd For Volunteer Firemen					\$1,230.00
Cartomation, Inc.					
	37484			2015 - February - First meeting	

	Invoice - 1/30/2015 4:48:21 PM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
		GIS map storage	
	Total Invoice - 1/30/2015 4:48:21 PM		\$50.00
Total 37484			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co.			
37485	2015 - February - First meeting		
	Invoice - 1/30/2015 1:32:15 PM		
	628391		
	401-000-000-534-00-31-01	Chemicals	\$3,000.28
	Total Invoice - 1/30/2015 1:32:15 PM		\$3,000.28
Total 37485			\$3,000.28
Total Cascade Columbia Distribution Co.			\$3,000.28
Chinook Observer			
37486	2015 - February - First meeting		
	Invoice - 2/2/2015 11:26:51 AM		
	Job ad		
	001-000-000-511-30-44-00	Official Publications	\$102.21
	Total Invoice - 2/2/2015 11:26:51 AM		\$102.21
Total 37486			\$102.21
Total Chinook Observer			\$102.21
City of Ilwaco			
37487	2015 - February - First meeting		
	Invoice - 1/30/2015 4:31:43 PM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$40.81
	001-000-000-514-20-47-02	Water - City Hall	\$53.50
	001-000-000-514-20-47-03	Sewer - City Hall	\$79.16
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$158.60
	001-000-000-522-50-47-02	Sewer	\$225.78
	001-000-000-522-50-47-03	Storm Drainage	\$87.94
	001-000-000-572-50-47-01	City Water	\$163.17
	001-000-000-572-50-47-02	City Sewer	\$235.86
	001-000-000-572-50-47-03	Storm Drainage	\$8.81
	001-000-000-576-80-47-01	Water-Parks, Sprinklers, Blk Lake	\$185.48
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$44.31
	001-000-000-576-80-47-03	Storm Drainage	\$17.62
	409-000-000-535-00-47-02	Water	\$425.17
	409-000-000-535-00-47-03	Sewer	\$508.18
	409-000-000-535-00-47-05	Storm Drainage	\$26.43
	Total Invoice - 1/30/2015 4:31:43 PM		\$2,285.93
Total 37487			\$2,285.93
Total City of Ilwaco			\$2,285.93
City of Long Beach			
37488	2015 - February - First meeting		
	Invoice - 1/30/2015 4:46:22 PM		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
	Total Invoice - 1/30/2015 4:46:22 PM		\$15,261.69
Total 37488			\$15,261.69
Total City of Long Beach			\$15,261.69
Coast Rehabilitation Services			
37489	2015 - February - First meeting		
	Invoice - 2/2/2015 11:24:22 AM		
	646004		
	001-000-000-514-20-48-00	Repairs & Maintenance	\$35.00
	Total Invoice - 2/2/2015 11:24:22 AM		\$35.00
Total 37489			\$35.00
Total Coast Rehabilitation Services			\$35.00
D J Witmer Company			
37490	2015 - February - First meeting		
	Invoice - 2/2/2015 11:27:26 AM		
	8307		
	001-000-000-514-20-20-00	Personnel Benefits	\$33.97
	101-000-000-542-30-20-00	Benefits	\$33.97
	401-000-000-534-00-20-00	Benefits	\$33.97
	408-000-000-531-38-20-00	Benefits	\$33.97
	409-000-000-535-00-20-00	Employee Benefits	\$33.98
	Total Invoice - 2/2/2015 11:27:26 AM		\$169.86
Total 37490			\$169.86
Total D J Witmer Company			\$169.86
Dennis CO			
37491	2015 - February - First meeting		
	Invoice - 2/3/2015 4:02:30 PM		
	Fire Dept 424097		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$7.74
	001-000-000-522-10-31-00	Office & Operating Supplies	\$18.08
	Total Invoice - 2/3/2015 4:02:30 PM		\$25.82
	Invoice - 2/3/2015 4:03:40 PM		
	524141		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$12.93

		001-000-000-514-20-31-00	Office & Operating Supplies	\$12.38
		401-000-000-534-00-31-00	Operation & Maintenance	\$5.38
		401-000-000-534-00-31-00	Operation & Maintenance	\$15.71
		401-000-000-534-00-31-00	Operation & Maintenance	\$17.20
		401-000-000-534-00-31-00	Operation & Maintenance	\$29.03
		409-000-000-535-00-31-01	Operations And Maintenance	\$27.02
		409-000-000-535-00-31-01	Operations And Maintenance	\$25.51
		409-000-000-535-00-31-01	Operations And Maintenance	\$23.76
		409-000-000-535-00-31-08	Office Supplies & Customer	\$25.65
		Total Invoice - 2/3/2015 4:03:40 PM		\$194.57
	Total 37491			\$220.39
Total Dennis CO Dry Box	37492	2015 - February - First meeting		
		Invoice - 1/30/2015 1:01:50 PM		
		401-000-000-534-00-31-00	Operation & Maintenance	\$80.85
		Total Invoice - 1/30/2015 1:01:50 PM		\$80.85
	Total 37492			\$80.85
Total Dry Box				\$80.85
Englund Marine Supply Inc	37493	2015 - February - First meeting		
		Invoice - 2/3/2015 4:00:11 PM		
		240942		
		001-000-000-522-10-31-00	Office & Operating Supplies	\$32.28
		001-000-000-576-80-48-00	Repairs & Maintenance	\$32.28
		101-000-000-543-30-30-00	Office And Operating	\$32.28
		401-000-000-534-00-31-00	Operation & Maintenance	\$32.30
		409-000-000-535-00-31-01	Operations And Maintenance	\$32.28
		Total Invoice - 2/3/2015 4:00:11 PM		\$161.42
		Invoice - 2/3/2015 4:01:10 PM		
		255380-241066		
		001-000-000-522-10-31-00	Office & Operating Supplies	\$16.64
		001-000-000-576-80-48-00	Repairs & Maintenance	\$0.00
		101-000-000-543-30-30-00	Office And Operating	\$0.00
		401-000-000-534-00-31-00	Operation & Maintenance	\$235.58
		409-000-000-535-00-31-01	Operations And Maintenance	\$1.70
		Total Invoice - 2/3/2015 4:01:10 PM		\$253.92
	Total 37493			\$415.34
Total Englund Marine Supply Inc				\$415.34
Gardner, Daryl	37494	2015 - February - First meeting		
		Invoice - 2/2/2015 11:27:52 AM		
		reimburse printer		
		401-000-000-534-00-31-00	Operation & Maintenance	\$92.98
		Total Invoice - 2/2/2015 11:27:52 AM		\$92.98
	Total 37494			\$92.98
Total Gardner, Daryl				\$92.98
Goulter Diamond Bar Ranch	37495	2015 - February - First meeting		
		Invoice - 1/30/2015 4:48:13 PM		
		409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33
		sludge site		
		Total Invoice - 1/30/2015 4:48:13 PM		\$1,333.33
	Total 37495			\$1,333.33
Total Goulter Diamond Bar Ranch				\$1,333.33
Green River Community College/WETRC	37496	2015 - February - First meeting		
		Invoice - 1/30/2015 3:45:59 PM		
		139104		
		409-000-000-535-00-43-02	Training	\$195.00
		Total Invoice - 1/30/2015 3:45:59 PM		\$195.00
		Invoice - 1/30/2015 4:42:05 PM		
		139405		
		409-000-000-535-00-43-02	Training	\$475.00
		Total Invoice - 1/30/2015 4:42:05 PM		\$475.00
	Total 37496			\$670.00
Total Green River Community College/WETRC				\$670.00
Hach Company	37497	2015 - February - First meeting		
		Invoice - 2/2/2015 12:18:05 PM		
		9215421		
		401-000-000-594-62-34-00	Plant Improvements	\$5,205.34
		Total Invoice - 2/2/2015 12:18:05 PM		\$5,205.34
	Total 37497			\$5,205.34
Total Hach Company				\$5,205.34
HD Fowler Company	37498	2015 - February - First meeting		
		Invoice - 1/30/2015 1:00:17 PM		
		13831946		
		408-000-000-531-38-31-01	Operations & Maintenance	\$1,066.78
		Total Invoice - 1/30/2015 1:00:17 PM		\$1,066.78

Total 37498			\$1,066.78
Total HD Fowler Company			\$1,066.78
Heather Reynolds, Attorney			
37499			
	2015 - February - First meeting		
Invoice - 2/3/2015 11:44:01 AM			
001-000-000-515-30-41-00	Legal Services		\$324.00
Total Invoice - 2/3/2015 11:44:01 AM			\$324.00
			\$324.00
			\$324.00
Total 37499			
Total Heather Reynolds, Attorney			
Home Depot Credit Services			
37500			
	2015 - February - First meeting		
Invoice - 1/30/2015 3:35:30 PM			
001-000-000-514-20-31-00	Office & Operating Supplies		\$57.91
001-000-000-514-20-48-00	Repairs & Maintenance		\$78.38
001-000-000-514-20-49-00	Miscellaneous		\$20.00
Total Invoice - 1/30/2015 3:35:30 PM			\$156.29
			\$156.29
			\$156.29
Total 37500			
Total Home Depot Credit Services			
IFOCUS Consulting Inc.			
37501			
	2015 - February - First meeting		
Invoice - 1/30/2015 4:36:13 PM			
001-000-000-514-20-41-00	Professional Services		\$137.51
401-000-000-534-00-41-04	Professional Services - Computer		\$137.51
409-000-000-535-00-41-02	Professional Services - Computer		\$137.51
Total Invoice - 1/30/2015 4:36:13 PM			\$412.53
Invoice - 2/2/2015 12:06:49 PM			
000007878			
001-000-000-514-20-41-00	Professional Services		\$0.00
401-000-000-534-00-41-04	Professional Services - Computer		\$0.00
401-000-000-534-00-41-04	Professional Services - Computer		\$100.00
409-000-000-535-00-41-02	Professional Services - Computer		\$0.00
Total Invoice - 2/2/2015 12:06:49 PM			\$100.00
			\$512.53
			\$512.53
Total 37501			
Total IFOCUS Consulting Inc.			
John Deere Financial			
37502			
	2015 - February - First meeting		
Invoice - 1/30/2015 4:48:34 PM			
001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin		\$541.12
001-000-000-592-48-83-00	John Deer Mower 8157-96 -		\$541.11
Total Invoice - 1/30/2015 4:48:34 PM			\$1,082.23
			\$1,082.23
			\$1,082.23
Total 37502			
Total John Deere Financial			
K & L Supply, Inc.			
37503			
	2015 - February - First meeting		
Invoice - 2/2/2015 12:20:25 PM			
38377			
401-000-000-534-00-31-00	Operation & Maintenance		\$591.55
Total Invoice - 2/2/2015 12:20:25 PM			\$591.55
			\$591.55
			\$591.55
Total 37503			
Total K & L Supply, Inc.			
Kris Kaino			
37504			
	2015 - February - First meeting		
Invoice - 1/30/2015 4:47:47 PM			
001-000-000-512-50-40-03	Municipal Court Services		\$412.00
Total Invoice - 1/30/2015 4:47:47 PM			\$412.00
			\$412.00
			\$412.00
Total 37504			
Total Kris Kaino			
L N Curtis & Sons			
37505			
	2015 - February - First meeting		
Invoice - 2/2/2015 4:51:56 PM			
7092645-00			
001-000-000-522-50-48-00	Repair & Maintenance		\$1,013.58
Total Invoice - 2/2/2015 4:51:56 PM			\$1,013.58
			\$1,013.58
			\$1,013.58
Total 37505			
Total L N Curtis & Sons			
LEAF			
37506			
	2015 - February - First meeting		
Invoice - 2/2/2015 11:22:39 AM			
5486727			
001-000-000-514-20-31-00	Office & Operating Supplies		\$22.08
001-000-000-522-10-31-00	Office & Operating Supplies		\$20.78
101-000-000-543-30-30-00	Office And Operating		\$22.08
401-000-000-534-00-31-00	Operation & Maintenance		\$22.08
408-000-000-531-38-31-01	Operations & Maintenance		\$20.78
409-000-000-535-00-31-01	Operations And Maintenance		\$22.08
Total Invoice - 2/2/2015 11:22:39 AM			\$129.88
			\$129.88
			\$129.88
Total 37506			
Total LEAF			
Long Beach Commercial Security			
37507			
	2015 - February - First meeting		
Invoice - 1/30/2015 1:01:05 PM			

	001-000-000-514-20-31-00	Office & Operating Supplies	\$2.70
Total Invoice - 1/30/2015 1:01:05 PM			\$2.70
Total 37507			\$2.70
Total Long Beach Commercial Security			\$2.70
Nancy McAllister			
37508	2015 - February - First meeting		
	Invoice - 1/30/2015 4:47:40 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Court services		
Total Invoice - 1/30/2015 4:47:40 PM			\$412.00
Total 37508			\$412.00
Total Nancy McAllister			\$412.00
Naselle Rock & Asphalt			
37509	2015 - February - First meeting		
	Invoice - 2/4/2015 12:00:34 PM		
	79		
	101-000-000-595-30-65-00	Roadway Construction	\$115.38
	101-000-000-595-30-65-00	Roadway Construction	\$36.33
	401-000-000-534-00-31-00	Operation & Maintenance	\$138.95
	409-000-000-535-00-31-01	Operations And Maintenance	\$138.96
Total Invoice - 2/4/2015 12:00:34 PM			\$429.62
Total 37509			\$429.62
Total Naselle Rock & Asphalt			\$429.62
Oman & Son			
37510	2015 - February - First meeting		
	Invoice - 2/3/2015 4:07:04 PM		
	193515		
	001-000-000-514-20-48-00	Repairs & Maintenance	\$10.54
	001-000-000-514-20-48-00	Repairs & Maintenance	\$118.58
	001-000-000-522-50-48-00	Repair & Maintenance	\$64.97
	Fire Dept 193449		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$9.49
	101-000-000-543-30-30-00	Office And Operating	\$3.06
	101-000-000-543-30-30-00	Office And Operating	\$15.94
	401-000-000-534-00-31-00	Operation & Maintenance	\$54.72
	401-000-000-534-00-31-00	Operation & Maintenance	\$85.85
Total Invoice - 2/3/2015 4:07:04 PM			\$363.15
Total 37510			\$363.15
Total Oman & Son			\$363.15
One Call Concepts, Inc.			
37511	2015 - February - First meeting		
	Invoice - 2/2/2015 11:26:15 AM		
	5019067		
	101-000-000-543-30-30-00	Office And Operating	\$4.78
	401-000-000-534-00-31-00	Operation & Maintenance	\$4.78
	409-000-000-535-00-31-01	Operations And Maintenance	\$4.78
Total Invoice - 2/2/2015 11:26:15 AM			\$14.34
Total 37511			\$14.34
Total One Call Concepts, Inc.			\$14.34
Pacific CO Auditor			
37512	2015 - February - First meeting		
	Invoice - 1/30/2015 1:05:37 PM		
	001-000-000-514-31-00-00	Recording Fees	\$32.00
Total Invoice - 1/30/2015 1:05:37 PM			\$32.00
	Invoice - 1/30/2015 12:51:30 PM		
	001-000-000-511-60-51-00	Election Costs	\$6,851.40
Total Invoice - 1/30/2015 12:51:30 PM			\$6,851.40
Total 37512			\$6,883.40
Total Pacific CO Auditor			\$6,883.40
Pacific CO Sheriff Office			
37513	2015 - February - First meeting		
	Invoice - 1/30/2015 12:52:43 PM		
	001-000-000-525-60-51-00	Disaster Preparedness	\$1,475.50
	001-000-000-528-60-51-00	Dispatch Services	\$8,152.75
Total Invoice - 1/30/2015 12:52:43 PM			\$9,628.25
Total 37513			\$9,628.25
Total Pacific CO Sheriff Office			\$9,628.25
PCI Customer Compliance Department			
37514	2015 - February - First meeting		
	Invoice - 2/3/2015 4:23:06 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$45.75
Total Invoice - 2/3/2015 4:23:06 PM			\$45.75
Total 37514			\$45.75
Total PCI Customer Compliance Department			\$45.75
Peninsula Sanitation Service, Inc.			
37533	2015 - February - First meeting		
	Invoice - 2/5/2015 10:52:24 AM		
	001-000-000-514-20-47-01	Garbage Bills	\$285.22
	409-000-000-535-00-47-04	Garbage Services	\$46.51
Total Invoice - 2/5/2015 10:52:24 AM			\$331.73
Total 37533			\$331.73

Total Peninsula Sanitation Service, Inc.					\$331.73
Pitney Bowes					
	37515	2015 - February - First meeting			
		Invoice - 2/2/2015 11:23:07 AM			
		001-000-000-514-20-45-00	Postage Meter Rental	\$56.29	
		Total Invoice - 2/2/2015 11:23:07 AM		\$56.29	
	Total 37515			\$56.29	
Total Pitney Bowes				\$56.29	
Platt				\$56.29	
	37516	2015 - February - First meeting			
		Invoice - 1/30/2015 3:30:04 PM			
		F985691			
		001-000-000-572-50-48-00	Repairs & Maintenance	\$5.96	
		001-000-000-572-50-48-00	Repairs & Maintenance	\$101.90	
		Total Invoice - 1/30/2015 3:30:04 PM		\$107.86	
	Total 37516			\$107.86	
Total Platt				\$107.86	
Propel Insurance				\$107.86	
	37517	2015 - February - First meeting			
		Invoice - 1/30/2015 12:59:13 PM			
		409-000-000-535-00-46-00	Insurance	\$10,924.70	
		Total Invoice - 1/30/2015 12:59:13 PM		\$10,924.70	
	Total 37517			\$10,924.70	
Total Propel Insurance				\$10,924.70	
Rotschy Inc				\$10,924.70	
	37534	2015 - February - First meeting			
		Invoice - 2/4/2015 2:44:53 PM			
		Estimate No. 1 WTP			
		401-000-000-594-34-62-01	Construction - Plant	\$287,764.03	
		Total Invoice - 2/4/2015 2:44:53 PM		\$287,764.03	
	Total 37534			\$287,764.03	
Total Rotschy Inc				\$287,764.03	
Sid's IGA				\$287,764.03	
	37518	2015 - February - First meeting			
		Invoice - 1/30/2015 3:49:18 PM			
		401-000-000-534-00-31-00	Operation & Maintenance	\$5.25	
		409-000-000-535-00-31-01	Operations And Maintenance	\$4.20	
		409-000-000-535-00-31-01	Operations And Maintenance	\$35.01	
		Total Invoice - 1/30/2015 3:49:18 PM		\$44.46	
	Total 37518			\$44.46	
Total Sid's IGA				\$44.46	
Sunset Auto Parts Inc.				\$44.46	
	37519	2015 - February - First meeting			
		Invoice - 2/3/2015 11:45:14 AM			
		409-000-000-535-00-31-01	Operations And Maintenance	\$15.41	
		Total Invoice - 2/3/2015 11:45:14 AM		\$15.41	
		Invoice - 2/3/2015 11:49:07 AM			
		401-000-000-534-00-31-00	Operation & Maintenance	\$4.08	
		Total Invoice - 2/3/2015 11:49:07 AM		\$4.08	
		Invoice - 2/3/2015 11:49:08 AM			
		101-000-000-543-30-30-00	Office And Operating	\$8.66	
		Total Invoice - 2/3/2015 11:49:08 AM		\$8.66	
		Invoice - 2/3/2015 11:49:10 AM			
		2306			
		101-000-000-543-30-30-00	Office And Operating	\$36.22	
		401-000-000-534-00-31-00	Operation & Maintenance	\$36.22	
		409-000-000-535-00-31-01	Operations And Maintenance	\$36.21	
		Total Invoice - 2/3/2015 11:49:10 AM		\$108.65	
		Invoice - 2/3/2015 11:52:32 AM			
		Fire Dept 4551			
		001-000-000-522-10-31-00	Office & Operating Supplies	\$25.81	
		Total Invoice - 2/3/2015 11:52:32 AM		\$25.81	
	Total 37519			\$162.61	
Total Sunset Auto Parts Inc.				\$162.61	
Tire Hut				\$162.61	
	37520	2015 - February - First meeting			
		Invoice - 1/30/2015 3:42:00 PM			
		6098			
		001-000-000-514-20-48-00	Repairs & Maintenance	\$21.56	
		Total Invoice - 1/30/2015 3:42:00 PM		\$21.56	
	Total 37520			\$21.56	
Total Tire Hut				\$21.56	
Troy Richardson				\$21.56	
	37521	2015 - February - First meeting			
		Invoice - 1/30/2015 1:03:45 PM			
		401-000-000-534-00-43-00	Travel/Meals/Lodging	\$835.33	
		Total Invoice - 1/30/2015 1:03:45 PM		\$835.33	
	Total 37521			\$835.33	
Total Troy Richardson				\$835.33	
USA Blue Book				\$835.33	
	37522	2015 - February - First meeting			

	Invoice - 1/30/2015 3:44:05 PM		
	543992		
	409-000-000-535-00-31-01	Operations And Maintenance	\$111.09
	Total Invoice - 1/30/2015 3:44:05 PM		\$111.09
Total USA Blue Book			\$111.09
Verizon Wireless			\$111.09
37522			
	2015 - February - First meeting		
	Invoice - 1/30/2015 3:47:57 PM		
	9739178292		
	401-000-000-534-00-42-00	Communications	\$91.78
	Total Invoice - 1/30/2015 3:47:57 PM		\$91.78
Total Verizon Wireless			\$91.78
Visa			\$91.78
37523			
	2015 - February - First meeting		
	Invoice - 2/3/2015 4:10:07 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$100.00
	001-000-000-514-20-49-00	Miscellaneous	\$50.00
	WFO		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$37.83
	101-000-000-543-30-30-00	Office And Operating	\$137.83
	401-000-000-534-00-31-00	Operation & Maintenance	\$137.83
	409-000-000-535-00-31-01	Operations And Maintenance	\$137.83
	Total Invoice - 2/3/2015 4:10:07 PM		\$601.32
Total Visa			\$601.32
WA State Dept. of Health			\$601.32
37524			
	2015 - February - First meeting		
	Invoice - 2/2/2015 12:15:52 PM		
	System Fee DOH		
	401-000-000-534-00-31-04	Annual Permit Fees	\$1,295.35
	Total Invoice - 2/2/2015 12:15:52 PM		\$1,295.35
Total WA State Dept. of Health			\$1,295.35
Wadsworth Electric			\$1,295.35
37525			
	2015 - February - First meeting		
	Invoice - 1/30/2015 12:58:48 PM		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$767.54
	Total Invoice - 1/30/2015 12:58:48 PM		\$767.54
Total Wadsworth Electric			\$767.54
Walter E. Nelson Co. of Astoria			\$767.54
37526			
	2015 - February - First meeting		
	Invoice - 1/30/2015 12:57:36 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$35.01
	101-000-000-543-30-30-00	Office And Operating	\$35.01
	401-000-000-534-00-31-00	Operation & Maintenance	\$35.01
	409-000-000-535-00-31-01	Operations And Maintenance	\$35.00
	Total Invoice - 1/30/2015 12:57:36 PM		\$140.03
	Invoice - 1/30/2015 3:39:32 PM		
	382688		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$413.81
	Total Invoice - 1/30/2015 3:39:32 PM		\$413.81
Total Walter E. Nelson Co. of Astoria			\$553.84
Wilcox & Flegel Oil Co.			\$553.84
37527			
	2015 - February - First meeting		
	Invoice - 2/4/2015 12:21:12 PM		
	CL65847		
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$406.90
	401-000-000-534-00-32-00	Gasoline	\$266.53
	401-000-000-534-00-32-00	Gasoline	\$54.85
	408-000-000-531-38-32-00	Gas/Oil Products	\$170.69
	409-000-000-535-00-32-00	Gas/oil Products	\$55.42
	409-000-000-535-00-32-00	Gas/oil Products	\$120.10
	Total Invoice - 2/4/2015 12:21:12 PM		\$1,074.49
Total Wilcox & Flegel Oil Co.			\$1,074.49
William R. Penoyar, Attorney at Law			\$1,074.49
37528			
	2015 - February - First meeting		
	Invoice - 1/30/2015 4:47:00 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 1/30/2015 4:47:00 PM		\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Wirkkala Radio-TV			\$412.00
37531			
	2015 - February - First meeting		
	Invoice - 1/30/2015 1:36:41 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$16.16
	Total Invoice - 1/30/2015 1:36:41 PM		\$16.16

	Total 37532		\$16.16
Total Wirkkala Radio-TV			\$16.16
Grand Total	Vendor Count	57	\$397,791.05

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

02-01-15

Page 1 of 3

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2015

During the month of January the Long Beach Police Department handled the following cases and calls:

Long Beach

597 Total Incidents

Aid Call Assists: 8

Alarms: 8

Animal Complaints: 4

Assaults: 9

Assists: 65

(Includes 14 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 3

Disturbance: 21

Drug Inv.: 6

Fire Call Assists: 2

Follow Up: 184

Found/Lost Property: 14

Harassment: 13

Malicious Mischief: 6

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 3

Prowler: 2

Runaway: 1

Security Checks: 98

Suspicious: 28

Thefts: 14

Traffic Accidents: 2

Traffic Complaints: 20

Traffic Tickets: 14

Traffic Warnings: 45

Trespass: 6

Warrant Contacts: 10

Welfare Checks: 11

Ilwaco

434 Total Incidents

Aid Call Assists: 2

Alarms: 3

Animal Complaints: 2

Assaults: 8

Assists: 41

Burglaries: 0

Disturbance: 11

Drug Inv.: 2

Fire Call Assists: 3

Follow Up: 75

Found/Lost Property: 4

Harassment: 7

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 0

Prowler: 1

Runaway: 0

Security Checks: 218

Suspicious: 13

Thefts: 5

Traffic Accidents: 0

Traffic Complaints: 16

Traffic Tickets: 1

Traffic Warnings: 17

Trespass: 0

Warrant Contacts: 3

Welfare Checks: 2

Monthly Report Continued:

Page 2 of 3

On January 8th I attended training. I went through the BAC refresher class which enables me to operate the breath machine for DUI investigations. I also took the "Standardized Field Sobriety Tests" refresher training. This is training to conduct an investigation into whether or not a person is under the influence of alcohol and to develop probable cause for DUI arrest. This training is required every three years.

I met with the new Pacific County Prosecutor, Mark McClain, on the 9th. We talked about some new ideas he has for dealing with death investigations.

Officer Jeff Cutting took training online on the 18th. The training was for his role as an arson investigator. The class title was "The Scientific Method for Fire and Explosion Investigation".

On January 21st I gave a presentation to the Boys and Girls Club on preparing for emergencies and disasters. I also took some "interesting" questions from the kids as well. A thank you card from the Boys and Girls Club is attached.

I sat in on job interviews at the local Child Protection Services office on the 22nd. CPS is looking to hire a case worker.

Also on the 22nd I attended a meeting with Crises Support Network and area law enforcement. We are going to be updating our protocols on dealing with sexual assault and domestic violence cases. This was the first of what will probably be many meetings to get this done.

On January 26th I met with representatives from Willapa Behavioral Health and Ocean Beach Hospital. We met to discuss ongoing issues dealing with treating people detained on a mental health hold. Due to some recent changes in laws OBH is working towards being certified to house persons for mental health issues.

I gave a presentation to students at Ocean Park Elementary on the 28th. I again talked about emergencies and disasters and how to be prepared for them.

Also on the 28th I went to a community meeting to discuss the possibility of Washington State Parks allowing wind powered "vehicles" to operate on area beaches.



Flint R. Wright
Chief of Police

Thank you so
much for spending
some time with us!
Can't tell you how
much we all
appreciate it ☺
Allie Reese

-Opps☺

~~Thank you~~ Thank you so
very much for taking the
time to talk with our kids!
-Kayla McGuire

Thank you!
Jennifer

Thank You
Sooo much for
coming in and
talking with the
kids! This is the
quietest they have
ever bin!
-Hannah

Thank you for keeping
the Peninsula safe!
Raehael Barta

2014 Ilwaco Fire Department

Monthly Responses

Month	January	February	March	April	May	June	July	August
FIRES								
Structures						1		
Vehicles								
Brush								1
Illegal								
Alarms		1				1	3	2
Hazmat								
EMS								
Vehicle non-injury		2		4				
Vehicle injury		1		2				
Rescue Surf				1				2
Rescue Watercraft				1				
Cancelled enroute		3	2	3		4	3	6
Aid	10	12	16	12		6	8	16
Mutual Aid	1					1		

Statistic & Management A

Total Responses	Average # of Responders	Average # of Man Hours p/ Response
214	4.15	1.65

Total # of Training and Community Participation Hours	Average Hours per Member
1444	65.6

Median Wages for Firefighter in Washington State	Cost to City at \$ 33.24	2014 Fire De
Per Hour \$33.24 (x 1444 hours)	\$47,998.56	

CITY OF ILWACO

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING THE 2015 SALARY CLASSIFICATIONS AS SET FORTH IN ORDINANCE 834.

WHEREAS, the City of Ilwaco is committed to a policy that places every employee on a pay scale; and

WHEREAS, the city must be financially responsible in implementing compensation plan changes; and

WHEREAS, the City Council has determined that it will have the final approval on all pay policy issues; and

WHEREAS, no change in any employee personnel status (rate of pay) is intended by this action.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Ilwaco, Washington, adopts the City of Ilwaco Position Grades and Brief Descriptions, attached hereto as Exhibit "A."

Section 2. Each employee's pay shall remain unchanged through this action even though the position grade title may be modified.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 4. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XX DAY OF XXXX, 2015

Mike Cassinelli, Mayor

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

Min. 3000000000

Exhibit "A"
City of Ilwaco
Position Grades and Brief Descriptions

Administrative Position	Grade	Level
Non-Exempt Positions		
Office Assistant 3	3	Office assistant
Office Assistant 4	4	Office assistant/billing clerk
Office Assistant 5	5	Senior office assistant/billing clerk
Deputy City Clerk 5	5	Deputy city clerk
Deputy City Clerk 6	6	Deputy city clerk
Deputy City Clerk 7	7	Deputy city clerk
Deputy City Clerk 8	8	Senior deputy city clerk
Exempt Positions		
City Clerk 8	8	City clerk
City Clerk 9	9	City clerk
City Clerk 10	10	City clerk
City Clerk 11	11	Senior city clerk
Treasurer 8	8	City treasurer
Treasurer 9	9	City treasurer
Treasurer 10	10	City treasurer
Treasurer 11	11	Senior city treasurer
Treasurer 12	12	Senior city treasurer

Office Assistant 3: Office assistant. Entry-level position. Receives work direction, guidance and supervision from senior office staff members. Develops office skills and experience with guidance from others. Assists with utility billing.

Office Assistant 4: Office assistant/billing clerk. Performs many tasks independently. Proficient with word processing and spreadsheets. Expected to handle routine city business on the telephone and with visitors. Able to do most utility billing tasks.

Office Assistant 5: Senior office assistant/billing clerk. Performs most tasks independently without guidance or supervision. Determines own priorities. Proficient with word processing, spreadsheet and databases. Configures new computers for printing, simple networking and email and application installation. Does utility billing independently. Supervises others, as necessary.

Deputy City Clerk 5: Deputy city clerk. Entry-level position. Performs or is capable of performing all duties equivalent to Office Assistant 5. Receives work direction, guidance and supervision from the city clerk, city treasurer or mayor in matters involving the city clerk's duties.

Deputy City Clerk 6: Deputy city clerk. Performs some city clerk tasks independently, with

minimum guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

Deputy City Clerk 7: Deputy city clerk. Performs many city clerk tasks independently, with minimum guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

Deputy City Clerk 8: Senior deputy city clerk. Performs most city clerk tasks independently without guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

City Clerk 8: City clerk. Entry-level position. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs some city clerk tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. *Note: A change in position from Assistant Clerk 7 to City Clerk 7 would normally be accompanied by a two step, in-grade increase and a change from non-exempt status to exempt status.*

City Clerk 9: City clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs most city clerk tasks independently with minimum guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

City Clerk 10: City clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts simple legislation that can be enacted into law without undue revision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Represents the city in outside meetings, as appropriate.

City Clerk 11: Senior city clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts complex legislation that can be enacted into law without undue revision. Briefs the mayor and City Council on the effect of proposed legislation. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules.

Writes grant applications. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters.

Treasurer 8: City treasurer. Entry-level position. Performs some treasurer tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Trained in accounting and develops experience with accounting software and city transactions and budgeting.

Treasurer 9: City treasurer. Performs most treasurer tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Trained in accounting and develops experience with accounting software and city transactions and budgeting.

Treasurer 10: City treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has some advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Performs all the duties of the city clerk, if assigned.

Treasurer 11: Senior city treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs all the duties of the city clerk, if assigned.

Treasurer 12: Senior city treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs all the duties of the city clerk, if assigned. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources.

Field Positions	Grade	
Non-Exempt Positions		
Utility Worker 3	3	Entry level
Utility Worker 4	4	Established (gaining experience)
Utility Worker 5	5	Experienced
Utility Worker 6	6	Experienced (works independently)
Utility Worker 7	7	Lead
Utility Supervisor 8	8	Senior lead
Utility Supervisor 9	9	Senior
Utility Supervisor 10	10	Senior
Utility Supervisor 11	11	Senior
Plant Operator 5	5	Entry level
Plant Operator 6	6	Established (gaining experience)
Plant Operator 7	7	Experienced
Plant Operator 8	8	Experienced (works independently)
Plant Operator 9	9	Senior/lead operator
Plant Operator 10	10	Senior
Plant Operator 11	11	Senior
Mechanic 7	7	Entry level
Mechanic 8	8	Experienced
Mechanic 9	9	Senior
Exempt Positions		
Utility Manager 7	7	Entry level
Utility Manager 8	8	Experienced
Utility Manager 9	9	Experienced
Utility Manager 10	10	Senior
Fire Administrator 7	7	Experienced
Fire Administrator 8	8	Experienced
Fire Administrator 9	9	Experienced
Fire Administrator 10	10	Senior
Fire Chief 8	8	Experienced
Fire Chief 9	9	Experienced
Fire Chief 10	10	Experienced
Fire Chief 11	11	Experienced
Fire Chief 12	12	Senior

Utility Worker3: Entry-level utility worker. Receives direction and guidance from others.

Utility Worker4: Established utility worker gaining experience. Receives direction and guidance from others.

Utility Worker5: Experienced utility worker. Works with some supervision and guidance.

Utility Worker 6: Experienced utility worker. Works independently.

Utility Worker 7: Lead utility worker/supervisor. Works independently and gives guidance to others. Has responsibility for one utility area (e.g. sewer or water distribution, streets and sidewalks, equipment).

Utility Supervisor 8: Utility supervisor. Receives some guidance and supervision from others. Participates in all aspects of utility operations. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Takes a lead role in configuration management. Prepares the department budgets with guidance.

Utility Supervisor 9: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Supervisor 10: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Supervisor 11: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources.

Plant Operator 5: Entry-level plant operator. Receives direction and guidance from others. Capable of some plant operations and minor repairs without assistance. Communicates plant status to others. Performs other Public Works duties.

Plant Operator 6: Established with at least one year of full-time plant operation experience. Receives direction and guidance from others. Capable of most routine plant operations and minor repairs without assistance. Communicates plant status to others verbally, in writing and through

means of computer file transfers. Primary duties are plant operations. Performs other Public Works duties.

Plant Operator 7: Experienced plant operator with at least two years of full-time plant operation experience. Receives direction and guidance from others. Capable of most routine plant operation and minor repairs without assistance. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are plant operations. Performs other Public Works duties.

Plant Operator 8: Experienced plant operator with at least four years of full-time plant operation experience. Receives some direction and guidance from others. Provides some supervision and guidance to others. Capable of plant operations requiring the exercise of judgment, including making process adjustments and moderate repairs without supervision. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are plant and systems operations.

Plant Operator 9: Lead plant operator/plant supervisor with at least five years of full-time plant operation experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are systems operations and supervision.

Plant Operator 10: Senior plant operator/plant supervisor with at least five years of full-time plant operation experience combined with demonstrated supervisory experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision.

Plant Operator 10: Senior plant operator/plant supervisor with at least eight years of full-time plant operation experience combined with demonstrated supervisory experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision.

Mechanic 7: Entry-level mechanic. Capable of maintaining vehicles and equipment with some supervision and guidance.

Mechanic 8: Experienced mechanic. Capable of maintaining vehicles, equipment and city infrastructure equipment with minimum supervision and guidance. Sets own priorities. Supervises others, as necessary.

Mechanic 9: Senior mechanic. Capable of maintaining vehicles, equipment and city infrastructure equipment without supervision. Sets own work schedules and priorities. Supervises others.

Utility Manager 7: Entry-level utility manager. Receives guidance and supervision from others. Participates in some aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Participates in configuration management. Assists in developing the department budget.

Utility Manager 8: Experienced utility manager. Receives some guidance and supervision from others. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Takes a lead role in configuration management. Prepares the department budgets with guidance.

Utility Manager 9: Experienced utility manager/director. Works independently. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Provides management information on status of the city infrastructure and does tradeoff analysis in problem solving and in proposing changes. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Manager 10: Senior utility manager/director. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the City Engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Provides management information on status of the city infrastructure and does tradeoff analysis in problem solving and in proposing changes. Conceive and effectively executes improvement projects without supervision. Ensures effective configuration management. Prepares the department budget without guidance.

Fire Administrator 7: Reports directly to the Fire Chief and participates in the development and maintenance of all emergency management plans, support materials, reports and related documents. Conducts directed research, as well as independent internet-based research on a variety of emergency management and related topics. Develops or compiles documents, correspondence and materials, including all programmatic reports, as well as awards from non-government funding sources. Monitors and maintains federal, state, allied organization, professional and county newsletters, reports and related documents as directed.

Fire Administrator 8: Reports directly to the Fire Chief and works with little or no supervision under the Fire Chief's directions and performs the duties of Fire Administrator 7, as required. Obtains and perform duties as an EMT and Firefighter, respiratory testing officer for SCBA face piece and M95 mask fit tests and directs the training or assigns instructors to training classes. The Fire Administrator 8, documents all training and Fire/EMS requirements for compliance with National Fire Incident Reporting System, L&I, NFPA and FEMA standards, including evaluating fire station and fire ground safety standards procedures and enforcement. Fire Administrator 8, also records vehicle, station and equipment inspections, records and files personnel accident reports, create fire department related forms, performs or directs firefighters in station maintenance duties and participates in those duties. The Fire Administrator along with the Fire Chief, councils, evaluates and gives corrective disciplinary actions to department members. In the absence of Chief Fire Officers at an emergency incident performs as the Incident Commander until relieved.

Fire Administrator 9: Reports directly to the Fire Chief and performs the duties of Fire Administrator 7 & 8, as required. Attend workshops and training on current ordinances, regulations and building codes, participates in fire safety programs and distribution of fire prevention materials and smoke detectors. Fire Administrator 9, works with other fire jurisdictions on fire and natural disaster training, drill planning and fire standards. The Fire Administrator documents arson fires, fire statistics, create fire maps, publications and presentations.

Fire Administrator 10: Reports directly to the Fire Chief and assist the Fire Chief with the inspection of properties to ensure compliance with fire codes, ordinances and laws. Review building plans with the Fire Chief and document needed changes, corrections and violations. Perform the duties of Fire Administrator 7, 8, & 9, as needed, or duties as directed by the Fire Chief.

Fire Chief 8: Reports directly to the Mayor, plans, organizes, directs and evaluates the Ilwaco Volunteer Fire Department, which protects lives and property from fire and hazardous incident damage. Provides timely emergency medical services in the City of Ilwaco and other neighboring municipalities, which have contracted for fire protection services. Ensures the department incorporates up-to-date, efficient fire prevention, fire suppression, hazardous incident mitigation and emergency medical technologies into its procedures, equipment and methods. Recruits, performs back ground checks and trains new volunteer firefighters.

Fire Chief 9: Reports directly to the Mayor, and the Fire Chief will administer, plan, direct and control all aspects of the Ilwaco Volunteer Fire Department including the administration, fire suppression, fire prevention and rescue activities of the department as authorized by and in compliance with all City Ordinances, State or Federal laws. The Fire Chiefs administrative duties include the direct control of equipment purchasing, department expenditures, the preparation of the budget and the hiring, assigning, or the appointment and termination of

Officers and Volunteer members. The Fire Chief is responsible for Fire Code review, corrective code improvements, the compliance and the approval of building plans. The Fire Chief shall carry out all of the duties included in Fire Chief 8, and additional duties as required.

Fire Chief 10: Reports directly to the Mayor, and the Fire Chief will develop a long-range capital plan for apparatus replacement, personnel changes, the need for additional fire stations, the maintenance of all of the fire facilities, the relocation and/or replacement. The Fire Chief will participate in local and regional emergency preparedness drills and the planning process. The Fire Chief shall ensure that adequate mutual aid agreements are in place for major emergency incidents. The Fire Chief shall carry out all of the duties included in Fire Chief 8 and 9, and, any additional duties as required.

Fire Chief 11 Reports directly to the Mayor and shall carry out all duties included in Fire Chief 8, 9 and 10, and, any additional duties as required. The Fire Chief shall ensure that the Mayor, Council and all Department heads, and staff participate in Natural Disaster preparedness drills, the understanding of the National Incidents Management System (NIMS), including their job requirements, responsibilities and Federal Documentation requirements during a disaster.

Fire Chief 12 Reports directly to the Mayor and shall carry out all duties included in Fire Chief 8, 9, 10 and 11, and, represents the department at various local and state training seminars, hearings and meetings. Fire Chief 12 is responsible for managing and coordinating and serving as Incident Commander (IC) in the City's Emergency Operation Center (EOC) during Major Events.

CITY OF ILWACO
ORDINANCE NO. 834 EXHBIT B

2015 PAY TABLE (Effective January 1, 2015)

2015

City of Ilwaco
Exempt Employee Annual Salary Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	22517	23268	24018	24769	25520	26271	27022	27773	28524	29274
4	25276	26119	26962	27804	28647	29490	30332	31175	32018	32860
5	28280	29223	30166	31109	32053	32996	33939	34882	35825	36769
6	31524	32575	33626	34678	35729	36781	37832	38883	39935	40986
7	35031	36198	37365	38533	39700	40867	42034	43202	44369	45536
8	38795	40088	41381	42674	43967	45260	46553	47846	49139	50431
9	42850	44278	45707	47135	48564	49992	51421	52849	54278	55706
10	47188	48760	50333	51906	53479	55051	56624	58197	59770	61342
11	51907	53635	55362	57078	58807	60512	62237	63965	65692	67420
12	57674	59594	61513	63420	65341	67236	69152	71072	72991	74911

2015

City of Ilwaco
Non-Exempt/Hourly Employee Hourly Rate of Pay Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	10.83	11.19	11.55	11.91	12.27	12.63	12.99	13.35	13.71	14.07
4	12.15	12.56	12.96	13.37	13.77	14.18	14.58	14.99	15.39	15.80
5	13.60	14.05	14.50	14.96	15.41	15.86	16.32	16.77	17.22	17.68
6	15.16	15.66	16.17	16.67	17.18	17.68	18.19	18.69	19.20	19.70
7	16.84	17.40	17.96	18.53	19.09	19.65	20.21	20.77	21.33	21.89
8	18.65	19.27	19.89	20.52	21.14	21.76	22.38	23.00	23.62	24.25
9	20.60	21.29	21.97	22.66	23.35	24.03	24.72	25.41	26.09	26.78
10	22.69	23.44	24.20	24.95	25.71	26.47	27.22	27.98	28.74	29.49
11	24.96	25.79	26.62	27.44	28.27	29.09	29.92	30.75	31.58	32.41
12	27.73	28.66	29.58	30.49	31.41	32.32	33.24	34.17	35.09	36.01

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 02/09/2015 Council Business Item:

B. Issue/Topic: Black Lake Vegetation Control Contract

C. Sponsor(s):

1. Vinessa Karnofski
- 2.

D. Background (overview of why issue is before council):

1. The City of Ilwaco obtained an amendment from Dept. of Ecology Aquatic Weed Grant extending the grant period to June 2017. There is roughly \$57,000 remaining of the grant funds.
2. Pacific County Dept. of Vegetation Management has submitted a contract to manage the Elodea over a period of twelve months from execution of the contract, at a cost not to exceed \$20,000.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

F. Impacts:

1. Fiscal: The expense would be reimbursed through the DOE Aquatic Weed Grant.
2. Legal: n/a
3. Personnel: n/a
4. Service/Delivery: n/a

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates: The lake is usually sprayed in late February.

J. Proposed Motion: I move to authorize the mayor to execute the contract with Pacific County Dept. of Vegetation Management for Elodea Control at Black Lake.

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the Pacific County Department of Vegetation Management, hereinafter referred to as "DVM", and the City of Ilwaco, hereinafter referred to as "City".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The City and DVM agree that the DVM shall perform vegetation control work specified by the City at a time and in a manner as to maximize vegetation control benefits. The City further requests that the work be completed within twelve months from the date of the Agreement.

The City agrees to reimburse the DVM for all costs associated with control program work performed by DVM, based on the actual costs of labor, equipment, and materials used in the work. The total cost of said work shall not exceed \$ 20,000.00.

In accepting this Agreement, the City, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the DVM and its officers and employees from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the City or its employees, agents, successors, or assigns.

If the above sentence applies and any suit or action is brought against the DVM, its officers, its employees or any combination thereof, the City, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the DVM, its officers, its employees or any combination thereof.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.


This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Any modifications to this Agreement must be approved in writing by both parties.

CITY:

DVM:

(Signature) (Date)

 1-29-15

Jeff Nesbitt, Director (Date)

(Title)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Commissioner (Chairperson)

Commissioner

Commissioner

Attest:

City Clerk

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 2/9/15 Council Business Item:

B. Issue/Topic: **Private Sewer Lines**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. Sewer lines within the City of Ilwaco are not clearly marked or maintained in regards to ownership and responsibility.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. It has come to the attention of the city that specific sewer lines which were previously considered to be private lines were installed by, or for, the City of Ilwaco.

F. Impacts:

1. Fiscal:
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing

H. Time Constraints/Due Dates:

I. Proposed Motion: No motion needed

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/9/15 Council Business Item:
- B. Issue/Topic: **Department of Ecology State Revolving Fund Loan Agreement for Sahalee Sewer Improvements Project**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The DOE provides low-interest loan funds to governments for construction of water pollution control facilities. The Sahalee Sewer Improvements Project was submitted by the City of Ilwaco for loan funds, and was approved on July 10, 2012.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. The City has not been able to enter into a contract for the project due to the Comprehensive Plan being out of date. The Dept. of Ecology required two items prior to entering into the grant contract. 1) A letter from Dept. of Health stating that the improvements were necessary for public health and safety, and 2) assurance from the city that the comp plan will be updated in a timely manner. Both requirements have been met.
- F. Impacts:
1. Fiscal: There are three types of funds included in the total loan amount of \$2,199,280.00
a. SRF Forgivable Loan Principal of \$137,105.00
b. Grant from the Centennial Clean Water Program of \$540,843.00
c. SRF Loan payable over 20 years at 2.4% interest of \$1,521,332.00
2. Legal: Currently being reviewed by City Attorney, Heather Reynolds
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and the City of Ilwaco (WQC-2015-Ilwaco-00052).**



Agreement WQC-2015-Ilwaco-00052

Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ILWACO

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF ILWACO, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Sahalee Subdivision Sewer System Improvement
Total Cost:	\$2,535,280.00
Total Eligible Cost:	\$2,199,280.00
Ecology Share:	\$2,199,280.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2014
The Expiration Date of this Agreement is no later than	12/31/2017
Project Type:	Wastewater Facility

Project Short Description:

The sewer system in the Sahalee Subdivision includes failing 4 and 6 inch asbestos concrete (AC) and a lift station. Sewer breaks have resulted in overflows of raw sewage to the ground and the condition of the sewers and lift station present further opportunities for inadvertent discharge of sewage and introduction of I/I into the system. This project will replace the sanitary sewer system serving the Sahalee Subdivision.

Project Long Description:

This project will replace the sanitary sewer system serving the Sahalee Subdivision with approximately 2,000 lf of 8-inch gravity sewer, 1,630 lf of 6-inch force main, 17 grinder pumps and 4,200 lf of small diameter pressure main and a submersible lift station. The proposed project will relocate the sewer on Nesadi and the lift station and discharge from the lift station to minimize potential impact from slope instability.

The RECIPIENT has prepared the 2013 Facility Plan Update/Sahalee Subdivision Preliminary Engineering Report to determine the preferred alternative for replacement of the Sahalee sewer system. The Report evaluated alternative

replacement scenarios for the sewer system in Sahalee and evaluated the project alternatives based on the 20-year life cycle cost, environmental impact and public acceptance.

The Sahalee Subdivision is located on a steep hillside in the southwest portion of the city. The original sanitary sewer system, installed in the mid-1970s, includes 4 and 6 inch AC sewers and a lift station. The sewers and lift station are failing. The lift station is a wet pit/dry pit design with two self-priming centrifugal sewage pumps. The self-priming system is easily clogged which leads to pump shutdown and could result in overflows from the liftstation. The steel reinforced wet well/dry well structure is corroding which allows infiltration to enter the lift station and presents the possibility that sewage would discharge from the station if the water level is high. The floor separating the dry well from the wet well, which also supports the pumps, is badly corroded.

Sewer breaks have resulted in overflows of raw sewage to the ground and the condition of the sewers and lift station present further opportunities for inadvertent discharge of sewage and introduction of I/I into the system. Closed Circuit TV (CCTV) inspection of the AC sewers revealed cracked pipe, and off-set joints. The CCTV camera was not able to access approximately 1,400 lf of pipe due to severe offset joints. The existing gravity sewer on Nesadi Drive and the force main from the lift station traverse sections of the hillside that have experienced slope creep. The sewer and force main have broken several times in the past due to the slope instability.

The sewer system has exceeded its useful life and the impact of the antiquated system affects all rate payers in Ilwaco due to the cost of repairing sewer leaks, introduction of I/I into the system, and potential for environmental damage due to sewer breaks or leaks.

Overall Goal:

The overall goal of the project is to provide a reliable and cost effective sanitary sewer system for the Sahalee Subdivision.

Agreement No: WQC-2015-Ilwaco-00052
Project Title: Sahalee Subdivision Sewer System Improvement
Recipient Name: CITY OF ILWACO

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RECIPIENT INFORMATION

Organization Name: CITY OF ILWACO

Federal Tax ID: 91-6001443

DUNS Number: 003206976

Mailing Address: PO Box 548
Ilwaco, WA, 98624

Physical Address: 120 First Avenue N
Ilwaco, Washington, 98624

Contacts

Project Manager	Nancy Lockett Engineer 701 Dexter Ave. N. Suite 200 Seattle, Washington, 98109 Email: nlockett@g-o.com Phone: (206) 284-0860
Billing Contact	Ariel Smith Treasurer PO Box 548 120 First Ave N Ilwaco, Washington, 98624 Email: treasurer@ilwaco-wa.gov Phone: (360) 642-3145
Authorized Signatory	Micheal Cassinelli Mayor PO Box 548 120 First Ave N Ilwaco, Washington, 98624 Email: mayor@ilwaco-wa.gov Phone: (360) 642-3145

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Dave Dougherty P.O Box 47775 Olympia, Washington, 98504-7775 Email: ddou461@ecy.wa.gov Phone: (360) 407-6278
Financial Manager	Bill Hashim P.O. Box 47600 Olympia, Washington, 98504-7600 Email: bhas461@ecy.wa.gov Phone: (360) 407-6549

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

CITY OF ILWACO

Program Manager

Date

Heather Bartlett

Water Quality

Micheal Cassinelli

Date

Mayor

Mike Cassinelli

Mayor

Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$5,850.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Elaine McMillian

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	12/31/2014
1.2	Recipient Closeout Report	12/31/2017
1.3	Project Outcome Summary Report	12/31/2017

SCOPE OF WORK

Task Number: 2 Task Cost: \$274,210.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will design the Sahalee Subdivision Sewer System Improvements Project. The design must comply with WAC 173-240. Elements of the design will include:

1. Approximately 2,000 lf of 8-inch gravity sewer.
2. 1,630 lf of 6-inch force main.
3. 17 grinder pumps.
4. 4,200 lf of small diameter pressure main.
5. Submersible lift station.

B. The RECIPIENT will complete the facility designs within one year after the execution of this agreement.

C. The RECIPIENT will comply with federal cross cutting requirements, and assist ECOLOGY with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to ECOLOGY for review and final determination of impacts for each of the required federal cross cutters. Costs incurred for construction activities that occur before federal cross cutter approval will not be eligible for reimbursement.

D. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

E. The RECIPIENT will secure all required permits.

Task Goal Statement:

Task Expected Outcome:

Recipient Task Coordinator: Nancy Lockett

Agreement No: WQC-2015-Ilwaco-00052
Project Title: Sahalee Subdivision Sewer System Improvement
Recipient Name: CITY OF ILWACO

Project Design

Deliverables

Number	Description	Due Date
2.1	A copy of all executed contracts for engineering and design work to be performed under this task. The RECIPIENT must submit contracts before ECOLOGY will provide reimbursement for work performed under this task	
2.2	Documentation of the RECIPIENT's process for procuring engineering services	
2.3	Two copies of the draft and final design to ECOLOGY for review and approval	
2.4	Two copies of final Cross Cutter Report to ECOLOGY's Project Manager for ECOLOGY's review and concurrence	
2.5	Investment Grade Efficiency Audit documentation	

SCOPE OF WORK

Task Number: 3 Task Cost: \$35,120.00

Task Title: Easement/Property Acquisition

Task Description:

A. The RECIPIENT will obtain any necessary construction and maintenance easements for the location of individual grinder pumps on private property and easements required for the siting of the new lift station. The locations of the individual grinder pump stations and new lift station were identified in Task 2.

B. Eligible costs under this task are limited to the work required to prepare and execute the easements. Any purchase of land is not eligible for reimbursement under this agreement.

Task Goal Statement:

Task Expected Outcome:

Recipient Task Coordinator: Nancy Lockett

Easement/Property Acquisition

Deliverables

Number	Description	Due Date
3.1	Documentation of the process used by the RECIPIENT to prepare and execute the required easements.	
3.2		

SCOPE OF WORK

Task Number: 4 Task Cost: \$214,120.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the PROJECT. This may involve the procuring of professional services.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to the ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to the ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by the ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

Task Expected Outcome:

Recipient Task Coordinator: Nancy Lockett

Construction Management

Deliverables

Number	Description	Due Date
4.1	Submittal of a copy of all executed contracts for engineering services and construction performed under this task. The RECIPIENT must submit executed contracts before ECOLOGY will provide reimbursement for work performed under this task.	
4.2	Documentation of the RECIPIENT's process for procuring engineering services	
4.3	Submittal of a Construction Quality Assurance Plan.	
4.4	Submittal of "as-built" plans.	
4.5	Submittal of a Declaration of Construction completion.	

SCOPE OF WORK

Task Number: 5 Task Cost: \$1,669,980.00

Task Title: Project Construction

Task Description:

- A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
1. Approximately 2,000 lf of 8-inch gravity sewer.
 2. 1,630 lf of 6-inch force main.
 3. 17 grinder pumps.
 4. 4,200 lf of small diameter pressure main.
 5. Submersible lift station.
- C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.
- D. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before the ECOLOGY will provide reimbursement for work performed under this task.
- E. The RECIPIENT will negotiate any change orders to the construction contract, and submit the change orders to ECOLOGY for approval.

Task Goal Statement:

Task Expected Outcome:

Recipient Task Coordinator: Nancy Lockett

Project Construction

Deliverables

Number	Description	Due Date
5.1	Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.	
5.2	Bid Tabs, the Notice of Award, and a copy of the executed contract.	
5.3	Copy of the advertisement for bids and the affidavit of publication.	
5.4	Copy of the notice to proceed	
5.5	Minutes of pre-construction meeting.	

BUDGET

Funding Distribution EF150017

Funding Title: SRF Forgivable Principal
Funding Type: forgivable loan
Funding Effective Date: 07/01/2014
Funding Source: Funding Expiration Date: 12/31/2017

Title: CWSRF - SFY15

Type: Federal

CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principal	Task Total
Project Administration/Management	\$ 0.00
Project Design	\$ 137,105.00
Easement/Property Acquisition	\$ 0.00
Construction Management	\$ 0.00
Project Construction	\$ 0.00

Total: \$ 137,105.00

Agreement No: WQC-2015-Ilwaco-00052
Project Title: Sahalee Subdivision Sewer System Improvement
Recipient Name: CITY OF ILWACO

BUDGET

Funding Distribution EG150018

Funding Title: CCWF
Funding Type: grant
Funding Effective Date: 07/01/2014
Funding Source: Funding Expiration Date: 12/31/2017

Title: Centennial - SFY15

Type: State

CFDA:

Assistance Agreement:

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater facility construction projects in smaller, financially distressed communities.

Recipient Match %: 0

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

CCWF	Task Total
Project Administration/Management	\$ 1,644.00
Project Design	\$ 0.00
Easement/Property Acquisition	\$ 9,867.00
Construction Management	\$ 60,156.00
Project Construction	\$ 469,176.00

Total: \$ 540,843.00

BUDGET

Funding Distribution EL150016

Funding Title: SRF Loan
Funding Type: loan
Funding Effective Date: 07/01/2014
Funding Source:
Funding Expiration Date: 12/31/2017

Title: CWSRF - SFY15
Type: Federal
CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.4% Interest Rate: 1.4% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/01/2014 Project Completion Date: 12/31/2017

Estimated Initiation of Operation date: 10/30/2017

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2107

SRF Loan	Task Total
Project Administration/Management	\$ 4,206.00
Project Design	\$ 137,105.00
Easement/Property Acquisition	\$ 25,253.00
Construction Management	\$ 153,964.00
Project Construction	\$ 1,200,804.00

Total: \$ 1,521,332.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
CCWF	0.00 %	\$ 0.00	\$ 540,843.00	\$ 540,843.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 137,105.00	\$ 137,105.00
SRF Loan	0.00 %	\$ 0.00	\$ 1,521,332.00	\$ 1,521,332.00
Total		\$ 0.00	\$ 2,199,280.00	\$ 2,199,280.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not

eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Cultural and Historic Resources Protection: The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

D. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site- specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

E. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

F. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

G. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may

contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY

A. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. Project Status Evaluation: ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.

A. Centennial-Funded Projects Used to Match Section 319-Funded Projects: Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. Section 319 Reporting Requirements: The RECIPIENT must complete ECOLOGY's "Clean Water Act Section 319 Initial Data Reporting Sheet." The RECIPIENT must submit this form to ECOLOGY's Financial Manager with the signed agreement. The form is available on ECOLOGY's Water Quality Program funding website.

C. The RECIPIENT must complete ECOLOGY's "Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form" annually. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY's Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form

2. Clean Water Act Section 319 Initial Data Reporting Sheet

Contact your ECOLOGY financial manager for the forms.

A. Disadvantaged Business Enterprise (DBE):

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%

WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

B. Funding Recognition: The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The

RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet

at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this

Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:
Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation: The obligation of the RECIPIENT to repay the loan from the sources identified

below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long

as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

M. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

N. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

O. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such

records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility; or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to

the operation of the Utility.

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

U. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its

proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrc.gov <<http://www.fsrc.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrc.gov <<http://www.fsrc.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.

b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps, or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall

acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, www.ecy.wa.gov/sustainability.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.